

## **REMARKS**

In accordance with the foregoing, claims 1, 7, and 8 are amended. Claim 13 is added. No new matter is added. Claims 1-8, and 13 are pending and under consideration.

### **EXAMINER INTERVIEW**

First, Applicant wishes to thank the Examiner for the courtesy of an interview granted to Applicant's representative on April 30, 2007, at which time the outstanding issues in this case were discussed. Arguments similar to the ones developed hereinafter were presented and the Examiner indicated that in light of the arguments, the amended claims appear to distinguish over the cited prior art.

### **CLAIM REJECTIONS UNDER 35 U.S.C. § 112**

Claims 1-8 are rejected under 35 U.S.C. §112, second paragraph, relative to the use of the term "incentive." Applicant has revised the claims to consistently use the term "individual return value(s)." In view of the amended claim language, Applicant respectfully requests withdrawal of the claims rejections under 35 U.S.C. §112.

### **CLAIM REJECTIONS UNDER 35 U.S.C. § 103**

Claims 1, 3-4, and 6-8 are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 6,694,355 to Bahar et al. (hereinafter "Bahar") in view of U.S. Patent No. 6,616,458 to Walker et al. ("Walker") further in view of Burton Crane "The Sophisticated Investor", 1964, page 230, lines 3-14 ("Crane").

Amended independent claims 1, 7, 8, and new claim 13 include features which specify that participants are rewarded "from sales achievement of the product made according to the final design, which sales achievement is tallied up between a start of selling date and a predetermined date." The added language is fully supported by the originally filed specification, for example, FIG. 12 and page 17 lines 2-12.

Amended claim 1 patentably distinguishes over the cited prior art at least by reciting:

- determining a final design of the product in which each element is as specified in the corresponding one adopted option, the one adopted option being determined independently of any other adopted option;
- assigning predetermined points corresponding to a weight value of the element for

each question to each participant who has selected the corresponding one adopted option from the plurality of options of the question; and

- determining an individual return value which should be given to the participant proportional to a sum of the predetermined points assigned to the participant relative to a total number of points assigned to the participants, from a sales achievement of the product made according to the final design, the sales achievement being tallied up between a start of selling date and a predetermined date.

The amended claim language is fully supported by the originally filed specification and claims, for example, FIGS. 8 and 11 and their corresponding descriptions in the specification. In particular, Crane merely discloses the meaning of the term "dividends" but it does not teach or suggest the incentive determination and distribution as recited in claim 1.

Claims 3 and 6 depend from claim 1 and are patentable by inheriting patentable features from independent claim 1, and by reciting additional patentable features. For example, claim 6 recites "creating image data of the product characterized by at least one adopted option." The Office Action indicates Col. 6 lines 49-51 of Bahar as teaching or suggesting claim 6's feature. However, the indicated portion of Bahar makes no reference to creating image data.

Amended claim 7 patentably distinguishes over the cited prior art at least by reciting:

- specifying one adopted option corresponding to the element, based on the pieces of answer information received from the client computer, the one adopted option being determined independently of any other adopted option and determining a final design of the commercial article according to the one adopted option for each of the plurality of questions of the questionnaire,
- assigning predetermined points corresponding to a weight value of the element to each participant who selected said one adopted option as the at least one option, and
- determining individual return values that should be respectively given to participants in accordance with the predetermined points assigned to the participants, each participant receiving the individual proportional value proportional to a sum of the predetermined points assigned to the respective participant relative to a total number of points given to the participants, from a sales achievement of the product made according to the final design, the sales achievement being tallied up between a start of selling date and a predetermined date.

Amended claim 8 is also patentable at least by reciting

- a module making the server computer to select for each question one adopted option corresponding to the element, based on the acquired pieces of answer information, the one adopted option being specified independently any other adopted option, and to determine a final design of the commercial article according to the adopted option for each element;
- a module making the server computer to assign for each question predetermined points corresponding to a weight value of the element for each question to each participant who selected the adopted option; and
- a module making the server computer to determine individual return values that should be respectively given to participants from a sales achievement of the product made according to the final design, the sales achievement being tallied up between a start of selling date and a predetermined date, the individual return value given to a participant being proportional to a sum of the points of the respective participant relative to a total number of points given to the participants, the individual return value given to a participant being proportional to a sum of the points of the respective participant relative to a total number of points given to the participants.

Claim 2 is rejected under 35 U.S.C. 103(a) as being unpatentable over Bahar in view of MM, MM...BLUE! PUBLIC OBVIOUSLY WAS READY FOR A CHANGE IN M&M COLORS:[CITY Edition] Marli Murphy KANSAS CITY STAR. Dayton Daily News, Dayton Ohio: Aut 19, 1995, pg. 3.C ("Murphy").

Claim 2 depending from claim 1, is patentable at least by inheriting patentable features from independent claim 1. Murphy does not correct or compensate for the above-identified failure of the cited prior art references in teaching all the features of claim 1.

Claim 5 is rejected under 35 U.S.C. 103(a) as being unpatentable over Bahar in view of U.S. Patent No. 6,175,833 to West et al. ("West").

Claim 5 depending from claim 1, is patentable at least by inheriting patentable features from independent claim 1. West does not correct or compensate for the above-identified failure of Bahar in teaching all the features of claim 1.

## **NEW CLAIM**

New claim 13 recites a profit sharing method related to designing a product using multiple choice questions. Claim 13 is fully supported by the originally filed specification and

claims and patentably distinguishes over the prior art by reciting:

- determining a final design of the product in which each element is executed according to an embodiment selected by most participants; and
- manufacturing the product according to the final design and rewarding each participant from a sales achievement of the product made according to the final design, proportionally to a sum of predetermined points received by each participant if the participant's preferred embodiment for the element is the embodiment selected by most participants for the element, wherein the sales achievement is tallied up between a start of selling date and a predetermined date.

## CONCLUSION

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

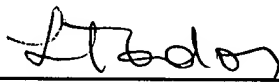
Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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